

If no well be commenced on said land on or before the 24th day of October, 1923, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the First National Bank at Haskell, Oklahoma, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Forty dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively, And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when the said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred,

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced, on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of rentals, as provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the said lessor only in the proportion which their interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now in said premises.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the assigns and successive assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof.

In testimony whereof we sign, this 24th day of October, 1922.

Witnesses:

Carr Peterson,
E. V. Carlin.

State of Oklahoma)
County of Muskogee) ss

On this 24th day of October, A.D. 1922, before me, the undersigned a Notary Public, in and for the county and state aforesaid, personally appeared Carr Peterson and E. V. Carlin, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires Mar. 9, 1926.

(SEAL) E. A. Root, Notary Public.